

## LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (“Lease”) is made this \_\_\_ day of \_\_\_\_\_, 2017, by and between:

**WEST YORK BOROUGH**, a municipal corporation existing under the laws of the Commonwealth of Pennsylvania with offices located at 1381 West Poplar Street, York, PA 17404 (“Landlord”);

AND

York City Human Relations Commission, an agency of The City of York, with an address of 101 South George Street, York, PA 17401 (“Tenant”).

### WITNESSETH:

- 1. LEASED PREMISES.** Landlord leases to Tenant, upon the terms and conditions contained in this Lease, those certain premises commonly known as Room \_\_C24\_\_ of the property located at 1381 West Poplar Street, York, PA 17404, Parcel ID # 880000500650000000 (the room being leased to Tenant herein shall be referred to as the “Leased Premises” and the entire property of which the Leased Premises is a part shall be referred to as the “Building”).
- 2. TERM AND TERMINATION OF LEASE.** The term of this Lease shall be one (1) year, commencing on May 1, 2017 (the “Term”).

This Lease may be terminated by either party upon sixty (60) days written notice to the other party.

- 3. RENTAL PAYMENT.** Tenant shall pay rent as follows: \$100 a month payable the first of each month and the balance shall be paid in services, specifically, the York City Human Relations Commission will provide services to the residents of West York Borough as already provided by the commission or any new and additional services as outlined in any later adopted memorandum of understanding with the York City Human Relations Commission.
- 4. DESTRUCTION OF LEASED PREMISES.** Tenant shall notify Landlord as soon as possible of any casualty loss in or about the Leased Premises and Tenant shall notify Landlord immediately of any circumstance or condition in or about the Leased Premises which threatens the Leased Premises, or the property or safety of Tenant, Landlord or others.

If the Leased Premises is partially destroyed by fire or other casualty, Tenant shall have the right and option 1) to continue to occupy the habitable portion of the Leased Premises, or 2) to terminate this Lease absolutely and receive all sums prepaid on account of Rent through the date of transfer of possession to Landlord. Tenant shall not have the option of terminating the lease if the loss was the result of the negligence of Tenant, Tenant's employees or business invitees.

5. **INSURANCE.** Landlord shall insure the structure within which the Leased Premises is located for fire and extended coverage. Tenant shall maintain, at its expense, fire and extended coverage insurance on all of its personal property located in, at or on the Leased Premises including, without limitation, all removable trade fixtures, furniture and equipment. The policy of insurance shall provide that it will not be canceled without at least thirty (30) days prior written notice to the Landlord. Tenant shall provide to Landlord a copy of the policy of said coverage upon request as proof of compliance, and shall make no changes in coverage without prior written notice to Landlord. Tenant shall carry general liability insurance with an insurer authorized to transact business in the Commonwealth of Pennsylvania (which policy may be an umbrella policy) and reasonably acceptable to Landlord, with a limit of liability of not less than \$500,000.00 per person and \$1,000,000.00 per occurrence and property damage liability of not less than \$500,000.00. Each policy shall name Landlord and any mortgagees of Landlord as additional insureds thereunder and shall provide such coverages and contain such endorsements as any mortgagee of Landlord may reasonably require from time to time. The policy of insurance shall provide that it will not be canceled without at least thirty (30) days prior written notice to the Landlord. Tenant shall provide to Landlord a copy of the policy of said coverage upon request as proof of compliance, and shall make no changes in coverage without prior written notice to Landlord. If Tenant fails to provide insurance or proof of insurance as set forth in this paragraph, Tenant shall be in default of this Lease and Tenant shall not be permitted to continue to occupy the Leased Premises. Tenant shall pay, as additional Rent, any increase in insurance coverage to Landlord as a result of Tenant's use of the property.
  
6. **INDEMNITY.** The Tenant agrees to indemnify and save harmless the Landlord from and against all claims of whatever nature arising from any act, omission or negligence of the Tenant, Tenant's contractors, licensees, agents, servants or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of a person occurring during the term hereof in or about the Tenant's Leased Premises, or arising from any accident, injury or damage occurring outside the Leased Premises but within the Building of which the Leased Premises are a part, where in any of such cases the accident, damage or injury results or is claimed to have resulted from any act or omission on the part of Tenant or Tenant's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defenses

thereof. The Tenant agrees to use and occupy the Leased Premises and to use such other portions of the Building as he is herein given the right to use at its own risk; and that the Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of the Tenant. The provisions of this Section shall apply during the whole of the Term hereof and, if permission is given to the Tenant to enter or perform work on the premises prior to the commencement of the Term hereof, shall also apply at all times prior to the commencement of the Term hereof. The Tenant agrees that the Landlord shall not be responsible or liable to the Tenant, or to those claiming by, through or under the Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the premises demised hereunder or any part of the Building of which the Leased Premises are a part, or otherwise, or for any loss or damage resulting to the Tenant or those claiming by, through or under the Tenant, or its or their property, from the bursting, stopping or leaking of water, gas, sewer or steam pipes, unless caused by negligence of Landlord.

7. **SUBLETTING AND ASSIGNMENTS.** Tenant shall not assign this Lease or enter into any sublease agreement without the prior written consent of Landlord. Any attempted assignment or sublease by Tenant without the prior written consent of Landlord is null and void and is a breach of the conditions of this Lease. If Landlord shall consent to an assignment or sublease, any such consent shall not be deemed to be consent to any subsequent assignment or sublease.
8. **USE AND OCCUPANCY OF THE LEASED PREMISES.** All uses must be approved by the Landlord in writing. The Leased Premises may be occupied only for commercial (non-residential) purposes and may be used only for York City Human Relations Commission office and meeting space. No other use shall be permitted without the prior consent in writing of Landlord. Tenant shall occupy and use the Leased Premises in conformance with all applicable Federal, State and Local rules, regulations, laws and ordinances now in force or that may be enacted in the future. Tenant shall not store any flammable, hazardous, or toxic substances or engage in any activity on or about the Leased Premises which activities or substances expose Tenant, Landlord, or others to a risk of injury, loss or damage.
9. **SUBORDINATION.** The parties acknowledge and agree that this Lease is under, subject, and subordinate to any and all mortgages and security interests that presently encumber the property or that in the future may encumber the property of which the Leased Premises is a part.
10. **CARE AND MAINTENANCE OF LEASED PREMISES.** Landlord shall be responsible for the exterior maintenance, snow removal, lawn mowing, and maintenance of the ventilation, heating, and plumbing systems of the Building and Leased Premises. Tenant shall be responsible for interior maintenance of the Leased

Premises. Tenant shall use due care in the use and occupancy of the Leased Premises and all appliances, furniture (if applicable), and fixtures within the Leased Premises. Tenant also shall exercise due care when using any part of the Building within which the Leased Premises is located. Tenant shall pay for all repairs to the Building, Leased Premises, its contents, or any property of Landlord caused by the lack of due care by Tenant, Tenant's employees, or Tenant's business invitees. Specifically, if Tenant, Tenant's employees, or Tenant's business invitees cause any damage to the electrical system of the Leased Premises or any other area of the Building, Tenant shall immediately notify Landlord and cause any necessary repairs to be made. If any repairs become necessary to the electrical system due to Tenant's use, Tenant shall provide Landlord confirmation from a licensed professional that all repairs have been completed in a first-class workmanlike manner. Upon termination of this Lease for any cause, Tenant shall peaceably surrender possession of the Leased Premises and its contents to Landlord in as good order and repair as upon the commencement of the lease term, excepting only reasonable wear and tear.

**11. IMPROVEMENTS.** No structural improvements shall be made to the Leased Premises. Changes or improvements to the interior of the Leased Premises, including, but not limited to, electrical updates, telephone installation, or painting shall be made only with prior written approval and consent of Landlord and shall be in accordance with all applicable laws and in a good and first-class workmanlike manner. Any improvements made to the Leased Premises shall be the sole responsibility of Tenant, and shall be borne at his cost. All changes made to the Leased Premises remain at the termination of the Lease.

**12. RIGHT OF ENTRY.** Landlord, Landlord's agents, and persons authorized by Landlord shall have the right to enter the Leased Premises at all times, to inspect, perform maintenance, do repairs and show the premises to prospective tenants and purchasers. Tenant specifically acknowledges that the Leased Premises must be entered in order for Landlord to access the HVAC system and Landlord will enter the Leased Premises from time to time, without advanced warning, in order to perform inspections, maintenance and repairs.

**13. UTILITIES.** No charges.

Landlord shall have the right to temporarily suspend any utility or other services to the Leased Premises in order to do maintenance and repair or protect the property of Landlord or Tenant from risk of harm or loss.

**14. DEFAULT AND REMEDIES.** The parties acknowledge and agree that time is of the essence. DEFAULT is defined as the breach by Tenant by any term or condition of this Lease, if such failure or default shall remain for more than ten (10) business days following Tenant's receipt of written notice thereof. If default occurs, and Tenant

shall fail to cure it following receipt of notice, then Landlord shall have the right and option without further notice of termination or notice to quit to pursue any or all of the following remedies:

- a. Termination of Lease without prior notice.
- b. Bring an action in court to recover possession of the Leased Premises without prior Notice to Tenant to Quit the Leased Premises.
- c. Bring an action for damages caused by Tenant's breach which damages include reasonable attorneys' fees and costs.

All remedies contained in this Lease shall be cumulative and concurrent. If Landlord shall pursue any remedy, it shall not be deemed to be a waiver of the right to seek any other remedy that may exist.

Either party shall have the right to require strict compliance with the terms and conditions of this Lease without having insisted upon strict compliance at any time during the term of this Lease. Any conduct which is inconsistent with the right to insist upon strict compliance shall not be a waiver of the right to insist upon strict compliance in the future, shall not create a custom, and shall not modify the terms and conditions of the Lease.

- 15. ATTORNEYS' FEES AND COSTS.** If either party shall enforce the provisions of the Lease in any court against the other, then the prevailing party shall be entitled as part of any court judgment to be reimbursed for all costs and expenses of enforcement including reasonable attorneys' fees.

**16. MISCELLANEOUS.**

- a. This Lease is subject to the Rules and Regulations, if any, attached to this Lease and incorporated by reference herein. Landlord may update the Rules and Regulations from time to time.
- b. Landlord shall not permit access to the Leased Premises except to Tenant and those employees or other individuals who are there on Tenant's business.
- c. This Lease shall be binding upon the successors and assigns of the parties hereto. Tenant shall not have the right to assign this lease or sublet the Leased Premises without the prior written consent of Landlord.
- d. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Any disputes arising out of or related to this Lease shall be brought before the Court of Common Pleas of York

County Pennsylvania and all parties hereto submit to the jurisdiction of that Court for such purpose.

- e. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person as creating the relationship of principal and agent or a partnership or joint venture between the parties hereto, it being expressly understood and agreed that no provision contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.
- f. This Lease contains the entire agreement between Landlord and Tenant relative to the Leased Premises and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

**IN WITNESS WHEREOF**, the parties have respectively signed and sealed this Lease the day and year first-above written.

Witness: **Landlord: WEST YORK BOROUGH**

\_\_\_\_\_ **BY:**  
**TITLE:**

Witness: **Tenant: York City Human Relations Commission**

\_\_\_\_\_ **By:** \_\_\_\_\_